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MICROSOFT CORPORATION

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MICROSOFT CORPORATION, a  
Washington corporation

Plaintiff,

v.

M. MEDIA, a business entity of  
unknown form d/b/a METRO MEDIA,  
METRO MEDIA USA, and/or  
QUINMART and/or f/k/a LA METRO  
MEDIA INC.; SHENG TI LEUNG, an  
individual; and DOES 1-5,

Defendants.

Case No. 2:17-cv-00347

COMPLAINT FOR:

(1) COPYRIGHT INFRINGEMENT;  
(2) FEDERAL TRADEMARK  
INFRINGEMENT;  
(3) FALSE DESIGNATION OF  
ORIGIN, FALSE DESCRIPTION  
AND FALSE REPRESENTATION;  
(4) VIOLATION OF THE ANTI-  
COUNTERFEITING AMENDMENTS  
ACT OF 2004;  
(5) COMMON LAW UNFAIR  
COMPETITION;  
(6) IMPOSITION OF A  
CONSTRUCTIVE TRUST; AND  
(7) AN ACCOUNTING

Microsoft Corporation (“Microsoft”) brings this action against Defendant M. Media, a business entity of unknown form, which does business as Metro Media, Metro Media USA, and/or QuinMart, and which appears to have formerly been known as LA Metro Media Inc.; Sheng Ti Leung, an individual; and Does 1-5 (collectively “Defendants”), alleging that they engaged in copyright and trademark infringement; false designation of origin, false description and representation; and

1 unfair competition. Microsoft seeks damages, an accounting, the imposition of a  
2 constructive trust upon Defendants' illegal profits, and injunctive relief.

### 3 **THE PARTIES**

4 1. Microsoft is a Washington corporation with its principal place of  
5 business located in Redmond, Washington. Microsoft develops, markets,  
6 distributes and licenses computer software.

7 2. Upon information and belief, defendant M. Media is a business entity  
8 of unknown form that does business as Metro Media, Metro Media USA, and/or  
9 QuinMart, and which appears to have formerly been known as LA Metro Media  
10 Inc. ("M. Media"). M. Media does business on the Internet and in Walnut,  
11 California. M. Media is engaged in the business of advertising, marketing,  
12 copying, offering, and/or distributing software, including purported Microsoft  
13 software.

14 3. Upon information and belief, Sheng Ti Leung owns, operates, and/or  
15 otherwise controls the actions of M. Media. Upon information and belief, Sheng Ti  
16 Leung transacts substantial business in this district. Upon information and belief,  
17 Sheng Ti Leung (a) personally participated in and/or (b) had the right and ability to  
18 supervise, direct and control the wrongful conduct alleged in this Complaint, and  
19 (c) derived direct financial benefit from that wrongful conduct. Upon information  
20 and belief, Sheng Ti Leung also (a) has an apparent partnership or authority to bind  
21 M. Media in transactions, or (b) exercised joint ownership or control over the  
22 infringing items alleged in this Complaint.

23 4. Upon information and belief, Does 1 through 5 (a) personally  
24 participated in and/or (b) had the right and ability to supervise, direct and control  
25 the wrongful conduct alleged in this Complaint, and (c) derived direct financial  
26 benefit from that wrongful conduct. Upon information and belief, Does 1 through 5  
27 (a) have an apparent partnership or authority to bind M. Media in transactions, or  
28 (b) exercised joint ownership or control over the infringing items alleged in this

1 Complaint. Upon information and belief, Does 1 through 5 are individuals or  
2 entities that transact substantial business in this district.

3 5. Upon information and belief, each of the defendants was, at all times  
4 mentioned in this Complaint, acting as the agent, employee, or alter ego of every  
5 other defendant, and in doing the things mentioned herein, was acting within the  
6 course and scope of such agency, employment, or other relationship and with  
7 knowledge and consent of each of the other defendants.

### 8 **JURISDICTION**

9 6. This Court has subject matter jurisdiction over Microsoft's claims for  
10 trademark infringement, copyright infringement, and related claims pursuant to 15  
11 U.S.C. § 1121, 17 U.S.C. § 501, and 28 U.S.C. §§ 1331 and 1338(a).

12 7. This Court has supplemental jurisdiction over Microsoft's claims  
13 arising under the laws of California pursuant to 28 U.S.C. § 1367(a) because these  
14 claims are so related to Microsoft's claims under federal law that they form part of  
15 the same case or controversy and derive from a common nucleus of operative fact.

### 16 **VENUE**

17 8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and §  
18 1400(a) because (a) Defendants reside in the Central District of California, and/or  
19 (b) a substantial part of the events giving rise to Microsoft's claims occurred in the  
20 Central District of California.

### 21 **FACTS COMMON TO ALL CLAIMS**

22 9. Microsoft develops, advertises, markets, distributes, and/or licenses a  
23 number of computer software programs and associated proprietary packaging and  
24 materials such as user's guides, user's manuals, end user license agreements,  
25 Certificates of Authenticity, product keys and other software components.

26 10. Microsoft Certificate of Authenticity labels are currency-like  
27 certificates or labeling components that are distributed with Microsoft software in  
28 order to help end-users verify whether they have genuine Microsoft software.

11. Windows 7 Professional: One of the software programs that Microsoft has developed, advertises, markets, distributes, and licenses is a software package known as Microsoft Windows 7 (“Windows 7”). Windows 7 is an operating system for desktop and laptop systems. Microsoft holds a valid copyright in Windows 7 (including text, editing, artwork, computer program, and audio) that was duly and properly registered with the United States Copyright Office. A true and correct copy of the Registration Certificate for Microsoft Windows 7, bearing the number TX 7-009-361, is attached hereto as Exhibit 1 and is incorporated by reference.

12. Microsoft Office 2016: Microsoft Office 2016 (“Office 2016”) is a suite of popular Microsoft software programs. Microsoft holds a valid copyright in Office 2016 that was duly and properly registered with the United States Copyright Office. A true and correct copy of the Registration Certificate for Microsoft Office 2016, bearing the number TX 8-097-602, is attached hereto as Exhibit 2 and is incorporated by reference. The Professional Plus version of Office 2016 includes the following popular Microsoft software programs:

A. Access: Microsoft Access is a program that allows users to create and manipulate databases and store data. A true and correct copy of the Copyright Registration Certificate for Access 2013 program, bearing the number TX 7-751-913, is attached hereto as Exhibit 3 and is incorporated by reference.

B. Excel 2016: Microsoft Excel 2016 is a program that allows users to create spreadsheets, perform calculations, and store numerical data. A true and correct copy of the Registration Certificate for this program, bearing the number TX 8-196-824, is attached hereto as Exhibit 4 and is incorporated by reference.

C. OneNote 2016: Microsoft OneNote 2016 is a program that allows users to organize text, audio, video and notes in one spot. A true and

1 correct copy of the Registration Certificate for this program, bearing the number  
2 TX 8-215-881, is attached hereto as Exhibit 5 and is incorporated by reference.

3 D. Outlook 2016: Microsoft Office Outlook 2016 is a program that  
4 allows users and networked teams to create and manage calendars and contacts. A  
5 true and correct copy of the Registration Certificate for this program, bearing the  
6 number TX 8-196-820, is attached hereto as Exhibit 6 and is incorporated by  
7 reference.

8 E. PowerPoint 2016: Microsoft PowerPoint 2016 is a program that  
9 allows users to create, organize, and present overhead and slide presentations. A  
10 true and correct copy of the Registration Certificate for this program, bearing the  
11 number TX 8-196-814, is attached hereto as Exhibit 7 and is incorporated by  
12 reference.

13 F. Publisher: Microsoft Publisher is a program that allows users to  
14 create, customize, and publish materials such as newsletters. A true and correct  
15 copy of the Copyright Registration Certificate for Publisher 2013, bearing the  
16 number TX 7-674-731, is attached hereto as Exhibit 8 and is incorporated by  
17 reference.

18 G. Skype for Business 2016: Microsoft Skype for Business 2016 is  
19 a program that allows users to connect, for example, through messaging, voice, or  
20 video calls. A true and correct copy of the Registration Certificate for this  
21 program, bearing the number TX 8-216-552, is attached hereto as Exhibit 9 and is  
22 incorporated by reference.

23 H. Word 2016: Microsoft Word 2016 is a program that allows  
24 users to create and edit documents. A true and correct copy of the Registration  
25 Certificate for this program, bearing the number TX 8-196-837, is attached hereto  
26 as Exhibit 10 and is incorporated by reference.  
27  
28

1           13. Microsoft has also duly and properly registered a number of  
2 trademarks and a service mark in the United States Patent and Trademark Office on  
3 the Principal Register, including, but not limited to:

- 4           A. "MICROSOFT," Trademark and Service Mark Registration No.  
5           1,200,236;
- 6           B. "WINDOWS," Trademark Registration No. 1,872,264;
- 7           C. COLORED FLAG DESIGN, Trademark Registration No.  
8           2,744,843;
- 9           D. COLORED FLAG START BUTTON, Trademark Registration  
10          No. 3,361,017;
- 11          E. "MICROSOFT OFFICE," Trademark Registration No.  
12          3,625,391;
- 13          F. OFFICE 2012 DESIGN WITH TEXT, Trademark Registration  
14          No. 4,456,462;
- 15          G. OFFICE 2012 DESIGN, Trademark Registration No.4,459,826;
- 16          H. "ACCESS," Trademark Registration No. 3,238,869;
- 17          I. ACCESS LAUNCH ICON, Trademark Registration No.  
18          4,365,955;
- 19          J. "EXCEL," Trademark Registration No. 2,942,050;
- 20          K. EXCEL LAUNCH ICON, Trademark Registration No.  
21          4,355,451;
- 22          L. "ONENOTE," Trademark Registration No. 2,844,710;
- 23          M. ONENOTE LAUNCH ICON, Trademark Registration No.  
24          4,351,584;
- 25          N. "OUTLOOK," Trademark Registration No. 2,188,125;
- 26          O. OUTLOOK LAUNCH ICON, Trademark Registration No.  
27          4,355,446;
- 28          P. "POWERPOINT," Trademark Registration No. 1,475,795;

1 Q. POWERPOINT LAUNCH ICON, Trademark Registration No.  
2 4,385,388;

3 R. PUBLISHER LAUNCH ICON, Trademark Registration No.  
4 4,355,448; and

5 S. WORD LAUNCH ICON, Trademark Registration No.  
6 4,355,444;

7 True and correct copies of the Trademark Registrations for A through S  
8 above are attached hereto as Exhibits 11 through 29, respectively, and are  
9 incorporated by reference.

10 **Defendants' Infringement**

11 14. Defendants advertised, marketed, copied, offered, and/or distributed  
12 unauthorized copies of Microsoft software and/or related components after  
13 Microsoft notified them of the consequences of infringing Microsoft's copyrights,  
14 trademarks and/or service mark.

15 15. On information and belief, Defendants advertise, market, copy, offer,  
16 and/or distribute purported Microsoft software and related components. In their  
17 website advertisements, Defendants use copies of Microsoft's trademarks and  
18 copyrighted works without authorization, misappropriating and/or infringing  
19 Microsoft's copyrights, advertising ideas, style of doing business, slogans,  
20 trademarks and/or service mark. Defendants indicate that they are distributing  
21 genuine Microsoft items. However, the Microsoft software and/or related  
22 components distributed by Defendants are actually counterfeit and infringing.

23 16. Microsoft is informed and believes that by means including but not  
24 limited to a letter dated July 2, 2010, Defendants were warned about distributing  
25 counterfeit copies of Microsoft software. Microsoft is informed and believes that in  
26 2015 and 2016, customers also notified Defendants that the purported Microsoft  
27 software and/or components that Defendants were distributing were suspicious.  
28



1           17. Nevertheless, in August 2016, Defendants distributed to an  
2 investigator via Internet download an unauthorized copy of Microsoft Office 2016.

3           18. In September 2016, Defendants also distributed to an investigator a  
4 purported Windows 7 Certificate of Authenticity Label, which was analyzed and  
5 determined to be counterfeit. It was also reported to Microsoft that Defendants  
6 distributed other counterfeit components of Windows 7 software in 2016.

7           19. On information and belief, these are not isolated incidents; rather,  
8 Defendants advertise, market, copy, offer, and/or distribute unauthorized copies of  
9 a variety of Microsoft software and/or related components.

10           20. On information and belief, Defendants have been and continue to be  
11 involved in advertising, marketing, copying, offering, and/or distributing  
12 counterfeit and infringing copies of Microsoft's software and/or related components  
13 to unidentified persons or entities.

14           21. On information and belief, Defendants have committed and are  
15 continuing to commit acts of copyright and trademark infringement against  
16 Microsoft. On information and belief, at a minimum, Defendants were willfully  
17 blind and acted in reckless disregard of Microsoft's registered copyrights,  
18 trademarks and service marks.

19           22. On information and belief, Microsoft has been harmed by Defendants'  
20 activities, including their advertising activities and unauthorized use of Microsoft's  
21 copyright protected material, and the unauthorized use of Microsoft's marks to  
22 describe the items that Defendants are distributing.



**First Claim**  
**[Copyright Infringement – 17 U.S.C. § 501, et seq.]**  
**Against Defendants**

23. Microsoft repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 22, inclusive.

24. Microsoft is the sole owner of numerous copyrights, including but not limited to Microsoft Windows 7, Office 2016, Access 2013, Excel 2016, OneNote 2016, Outlook 2016, PowerPoint 2016, Publisher 2013, Skype for Business 2016, and Word 2016 and is the sole owner of the corresponding copyrights and Certificates of Registration.

25. Defendants have infringed the copyrights in Microsoft's software and/or related components, including but not limited to Microsoft Windows 7, Office 2016, Access 2013, Excel 2016, OneNote 2016, Outlook 2016, PowerPoint 2016, Publisher 2013, Skype for Business 2016, and Word 2016, by advertising, marketing, copying, offering, and/or distributing infringing materials in the United States of America without approval or authorization from Microsoft.

26. At a minimum, Defendants acted with willful blindness to and in reckless disregard of Microsoft's registered copyrights.

27. As a result of their wrongful conduct, Defendants are liable to Microsoft for direct, contributory and/or vicarious copyright infringement. 17 U.S.C. § 501. Microsoft has suffered damages. Microsoft is entitled to recover damages, which include any and all profits Defendants have made as a result of their wrongful conduct. 17 U.S.C. § 504. Alternatively, Microsoft is entitled to statutory damages under 17 U.S.C. § 504(c).

28. In addition, for the reasons set forth above, the award of statutory damages should be enhanced in accordance with 17 U.S.C. § 504(c)(2).

29. Microsoft is also entitled to injunctive relief pursuant to 17 U.S.C. § 502 and to an order impounding any and all infringing materials pursuant to 17

1 U.S.C. § 503. Microsoft has no adequate remedy at law for Defendants' wrongful  
2 conduct because, among other things, (a) Microsoft's copyrights are unique and  
3 valuable property which have no readily determinable market value, (b)  
4 Defendants' infringement harms Microsoft such that Microsoft could not be made  
5 whole by any monetary award, and (c) Defendants' wrongful conduct, and the  
6 resulting damage to Microsoft, is continuing.

7 30. Microsoft is also entitled to recover its attorneys' fees and costs of suit.  
8 17 U.S.C. § 505.

9 **Second Claim**  
10 **[Trademark Infringement – 15 U.S.C. § 1114]**  
11 **Against Defendants**

12 31. Microsoft repeats and incorporates by this reference each and every  
13 allegation set forth in paragraphs 1 through 30, inclusive.

14 32. Defendants' activities constitute infringement of Microsoft's federally  
15 registered trademarks and service mark in violation of the Lanham Trademark Act,  
16 including but not limited to 15 U.S.C. § 1114(1).

17 33. Because Microsoft advertises, markets, distributes, and licenses its  
18 software and/or related components under the trademarks and service mark  
19 described in this Complaint, these trademarks and service mark are the means by  
20 which Microsoft's software and/or related components are distinguished from the  
21 software and related items of others in the same or related fields.

22 34. Because of Microsoft's long, continuous, and exclusive use of these  
23 trademarks and service mark, they have come to mean, and are understood by  
24 customers, end users, and the public to signify, software and/or related components  
25 or services of Microsoft.

26 35. The infringing materials that Defendants have and are continuing to  
27 advertise, market, copy, offer, and/or distribute are likely to cause confusion,  
28 mistake, or deception as to their source, origin, or authenticity.

1           36. Further, Defendants' activities are likely to lead the public to conclude,  
2 incorrectly, that the infringing materials that Defendants are advertising, marketing,  
3 copying, offering, and/or distributing originate with or are authorized by Microsoft,  
4 to the damage and harm of Microsoft, its licensees, and the public.

5           37. Upon information and belief, Defendants advertised, marketed, copied,  
6 offered and/or distributed infringing material with the purposes of misleading or  
7 confusing customers and the public as to the origin and authenticity of the  
8 infringing materials and of trading upon Microsoft's business reputation.

9           38. Defendants had reason to know about infringement of Microsoft's  
10 federally registered trademarks and service mark and caused, induced, or materially  
11 contributed to it.

12           39. At a minimum, Defendants acted with willful blindness to and in  
13 reckless disregard of Microsoft's registered marks.

14           40. As a result of their wrongful conduct, Defendants are liable to  
15 Microsoft for direct, contributory and/or vicarious trademark infringement. 15  
16 U.S.C. § 1114(1). Microsoft has suffered damages. Microsoft is entitled to recover  
17 damages, which include any and all profits Defendants have made as a result of  
18 their wrongful conduct. 15 U.S.C. § 1117(a).

19           41. In addition, because of Defendants' infringement of Microsoft's  
20 trademarks and service mark as described above, the award of actual damages and  
21 profits should be trebled pursuant to 15 U.S.C. § 1117(b). Alternatively, Microsoft  
22 is entitled to statutory damages under 15 U.S.C. § 1117(c).

23           42. Microsoft is also entitled to injunctive relief pursuant to 15 U.S.C. §  
24 1116(a) and to an order compelling the impounding of all infringing materials  
25 advertised, marketed, copied, offered and/or distributed by Defendants pursuant to  
26 15 U.S.C. § 1116, subsections (a) and (d)(1)(A). Microsoft has no adequate remedy  
27 at law for Defendants' wrongful conduct because, among other things, (a)  
28 Microsoft's trademarks and service mark are unique and valuable property which

1 have no readily determinable market value, (b) Defendants' infringement  
 2 constitutes harm to Microsoft's such that Microsoft could not be made whole by  
 3 any monetary award, (c) if Defendants' wrongful conduct is allowed to continue,  
 4 the public is likely to become further confused, mistaken, or deceived as to the  
 5 source, origin or authenticity of the infringing materials, and (d) Defendants'  
 6 wrongful conduct, and the resulting damage to Microsoft, is continuing.

7 43. Microsoft is also entitled to recover its attorneys' fees and costs of suit.  
 8 15 U.S.C. § 1117.

9 **Third Claim**  
 10 **[False Designation Of Origin, False Description And Representation –**  
 11 **15 U.S.C. § 1125 et seq.]**  
 12 **Against Defendants**

13 44. Microsoft repeats and incorporates by this reference each and every  
 14 allegation set forth in paragraphs 1 through 43, inclusive.

15 45. Because Microsoft advertises, markets, distributes, and licenses its  
 16 software and/or related components under the trademarks and service mark  
 17 described in this Complaint, these trademarks and service mark are the means by  
 18 which Microsoft's software and/or related components are distinguished from the  
 19 software or components of others in the same field or related fields.

20 46. Because of Microsoft's long, continuous, and exclusive use of these  
 21 trademarks and service mark, they have come to mean, and are understood by  
 22 customers, end users, and the public to signify, software and/or related components  
 23 or services of Microsoft.

24 47. Microsoft has also designed distinctive and aesthetically pleasing  
 25 displays, logos, icons, graphic images, and packaging (collectively, "Microsoft  
 26 visual designs") for its software programs and/or related components.

27 48. Defendants' wrongful conduct includes the use of Microsoft's marks,  
 28 name, and/or imitation visual designs, specifically displays, logos, icons, graphic

1 designs, and/or packaging virtually indistinguishable from Microsoft visual designs,  
2 in connection with their goods and services.

3 49. Upon information and belief, Defendants engaged in such wrongful  
4 conduct with the purpose of misleading or confusing customers and the public as to  
5 the origin and authenticity of the goods and services advertised, marketed, copied,  
6 offered and/or distributed in connection with Microsoft's marks, name, and  
7 imitation visual designs, and of trading upon Microsoft's goodwill and business  
8 reputation. Defendants' conduct constitutes (a) false designation of origin, (b) false  
9 or misleading description, and (c) false or misleading representation that the  
10 imitation visual images originate from or are authorized by Microsoft, all in  
11 violation of § 43(a) of the Lanham Trademark Act, set forth at 15 U.S.C. § 1125(a).

12 50. Defendants' wrongful conduct is likely to continue unless restrained  
13 and enjoined.

14 51. As a result of Defendants' wrongful conduct, Microsoft has suffered  
15 and will continue to suffer damages. Microsoft is entitled to injunctive relief and to  
16 an order compelling the impounding of all imitation marks and visual designs being  
17 used, advertised, marketed, copied, offered and/or distributed by Defendants.  
18 Microsoft has no adequate remedy at law for Defendants' wrongful conduct  
19 because, among other things, (a) Microsoft's marks, name and visual designs are  
20 unique and valuable property which have no readily-determinable market value, (b)  
21 Defendants' advertising, marketing, copying, and/or distribution of imitation visual  
22 designs constitutes harm to Microsoft such that Microsoft could not be made whole  
23 by any monetary award, and (c) Defendants' wrongful conduct, and the resulting  
24 damage to Microsoft, are continuing.

**Fourth Claim**

**[Violation of the Anti-Counterfeiting Amendments Act of 2004 –  
18 U.S.C. § 2318, et seq.]**

**Against Defendants**

52. Microsoft repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 51, inclusive.

53. Defendants knowingly trafficked, and on information and belief, continue to traffic in counterfeit and/or illicit labels, in violation of 18 U.S.C. § 2318.

54. Defendants, without Microsoft's authorization, distributed or intended for distribution counterfeit Certificates of Authenticity labels and/or Certificates of Authenticity labels without the copies of the software programs that such certificates or labeling components were intended by Microsoft to accompany.

55. Microsoft has no adequate remedy at law for Defendant's wrongful conduct, and Defendants' wrongful conduct is likely to continue unless restrained and enjoined.

56. Microsoft is entitled to injunctive relief and to an order impounding all articles in the custody or control of Defendants that the Court has reasonable cause to believe were or are involved in the trafficking of counterfeit or illicit Certificate of Authenticity labels.

57. As a result of Defendants' wrongful conduct, Microsoft has suffered and will continue to suffer damages.

58. In addition, Microsoft should as the injured party be awarded attorneys' fees and costs.

**Fifth Claim**

**[California Common Law Unfair Competition]**

**Against Defendants**

59. Microsoft repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 58, inclusive.





**Seventh Claim**  
**[Accounting]**  
**Against Defendants**

68. Microsoft repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 67, inclusive.

69. Microsoft is entitled, pursuant to 17 U.S.C. § 504, 15 U.S.C. § 1117, and 18 U.S.C. § 2318, to recover any and all profits of Defendants that are attributable to their acts of infringement.

70. Microsoft is entitled, pursuant to 17 U.S.C. § 504, 15 U.S.C. § 1117, and 18 U.S.C. § 2318, to actual damages or statutory damages sustained by virtue of Defendants' acts of infringement.

71. The amount of money due from Defendants to Microsoft is unknown to Microsoft and cannot be ascertained without a detailed accounting by Defendants of the precise number of units of infringing material advertised, marketed, copied, offered and/or distributed by Defendants.

**PRAYER FOR RELIEF**

WHEREFORE, Microsoft respectfully requests judgment as follows:

(1) That the Court enter a judgment against Defendants as indicated below:

(a) that Defendants have willfully infringed Microsoft's rights in its federally registered copyrights, in violation of 17 U.S.C. § 501, including but not limited to the following:

- (1) TX 7-009-361 ("Windows 7");
- (2) TX 8-097-602 ("Office 2016");
- (3) TX 7-751-913 ("Access 2013");
- (4) TX 8-196-824 ("Excel 2016");
- (5) TX 8-215-881 ("OneNote 2016");
- (6) TX 8-196-820 ("Outlook 2016");

- (7) TX 8-196-814 (“PowerPoint 2016”);
- (8) TX 7-674-731 (“Publisher 2013”);
- (9) TX 8-216-552 (“Skype for Business 2016”); and
- (10) TX 8-196-837 (“Word 2016”);

(b) that Defendants have willfully infringed Microsoft’s rights in its federally registered trademarks and service mark, in violation of 15 U.S.C. § 1114, including but not limited to the following:

- (1) 1,200,236 (“MICROSOFT”);
- (2) 1,872,264 (“WINDOWS”);
- (3) 2,744,843 (COLORED FLAG DESIGN);
- (4) 3,361,017 (COLORED FLAG START BUTTON);
- (5) 3,625,391 (“MICROSOFT OFFICE”);
- (6) 4,456,462 (OFFICE 2012 DESIGN WITH TEXT);
- (7) 4,459,826 (OFFICE 2012 DESIGN);
- (8) 3,238,869 (“ACCESS”);
- (9) 4,365,955 (ACCESS LAUNCH ICON);
- (10) 2,942,050 (“EXCEL”);
- (11) 4,355,451 (EXCEL LAUNCH ICON);
- (12) 2,844,710 (“ONENOTE”);
- (13) 4,351,584 (ONENOTE LAUNCH ICON);
- (14) 2,188,125 (“OUTLOOK”);
- (15) 4,355,446 (OUTLOOK LAUNCH ICON);
- (16) 1,475,795 (“POWERPOINT”);
- (17) 4,385,388 (POWERPOINT LAUNCH ICON);
- (18) 4,355,448 (PUBLISHER LAUNCH ICON); and
- (19) 4,355,444 (WORD LAUNCH ICON);

1 (c) that Defendants have committed and are committing acts of  
2 false designation of origin, false or misleading description of fact, and false or  
3 misleading representation against Microsoft, in violation of 15 U.S.C. § 1125(a);

4 (d) that Defendants have knowingly trafficked in counterfeit and/or  
5 illicit Certificate of Authenticity Labels in violation of 18 U.S.C. § 2318 et seq.;

6 (e) that Defendants have engaged in unfair competition in violation  
7 of California common law;

8 (f) that Defendants have otherwise injured the business reputation  
9 and business of Microsoft by the acts and conduct set forth in this Complaint.

10 (2) That the Court issue injunctive relief against Defendants, and that  
11 Defendants, their officers, agents, servants, employees, and all others in active  
12 concert or participation with Defendants, be enjoined and restrained from:

13 (a) imitating, copying, or making any other infringing use or  
14 infringing distribution of the software programs, components, end user license  
15 agreements (“EULA”), Certificates of Authenticity (“COAs”) and/or items  
16 protected by the following copyright Certificate Registration Nos.:

- 17 (1) TX 7-009-361 (“Windows 7”);
  - 18 (2) TX 8-097-602 (“Office 2016”);
  - 19 (3) TX 7-751-913 (“Access 2013”);
  - 20 (4) TX 8-196-824 (“Excel 2016”);
  - 21 (5) TX 8-215-881 (“OneNote 2016”);
  - 22 (6) TX 8-196-820 (“Outlook 2016”);
  - 23 (7) TX 8-196-814 (“PowerPoint 2016”);
  - 24 (8) TX 7-674-731 (“Publisher 2013”);
  - 25 (9) TX 8-216-552 (“Skype for Business 2016”); and
  - 26 (10) TX 8-196-837 (“Word 2016”);
- 27  
28

1 or the software programs, components and/or items protected by Microsoft's  
 2 registered trademarks and service mark, including, but not limited to, the following  
 3 Trademark Registration Nos.:

- 4 (1) 1,200,236 ("MICROSOFT");
- 5 (2) 1,872,264 ("WINDOWS");
- 6 (3) 2,744,843 (COLORED FLAG DESIGN);
- 7 (4) 3,361,017 (COLORED FLAG START BUTTON);
- 8 (5) 3,625,391 ("MICROSOFT OFFICE");
- 9 (6) 4,456,462 (OFFICE 2012 DESIGN WITH TEXT);
- 10 (7) 4,459,826 (OFFICE 2012 DESIGN);
- 11 (8) 3,238,869 ("ACCESS");
- 12 (9) 4,365,955 (ACCESS LAUNCH ICON);
- 13 (10) 2,942,050 ("EXCEL");
- 14 (11) 4,355,451 (EXCEL LAUNCH ICON);
- 15 (12) 2,844,710 ("ONENOTE");
- 16 (13) 4,351,584 (ONENOTE LAUNCH ICON);
- 17 (14) 2,188,125 ("OUTLOOK");
- 18 (15) 4,355,446 (OUTLOOK LAUNCH ICON);
- 19 (16) 1,475,795 ("POWERPOINT");
- 20 (17) 4,385,388 (POWERPOINT LAUNCH ICON);
- 21 (18) 4,355,448 (PUBLISHER LAUNCH ICON);
- 22 (19) 4,355,444 (WORD LAUNCH ICON); and

23 and any other items or works now or hereafter protected by any Microsoft  
 24 trademark or copyright;

25 (b) manufacturing, assembling, producing, distributing, offering for  
 26 distribution, circulating, selling, offering for sale, advertising, importing,  
 27 promoting, or displaying any software program, component, EULA, COA and/or  
 28 item bearing any simulation, reproduction, counterfeit, copy, or colorable imitation

1 of any of Microsoft's registered trademarks, service mark, or copyrights, including,  
2 but not limited to, the Trademark, Service Mark, and Copyright Registration  
3 Numbers listed in Sections (2)(a) above;

4 (c) using any simulation, reproduction, counterfeit, copy, or  
5 colorable imitation of Microsoft's registered trademarks, service mark, or copyright  
6 including, but not limited to the Trademark, Service Mark, and Copyright  
7 Registration Numbers listed in Section (2)(a) above, in connection with the  
8 manufacture, assembly, production, distribution, offering for distribution,  
9 circulation, sale, offering for sale, import, advertisement, promotion, or display of  
10 any software program, component, EULA, COA, and/or item not authorized or  
11 licensed by Microsoft;

12 (d) using any false designation of origin or false or misleading  
13 description or false or misleading representation that can or is likely to lead the  
14 trade or public or individuals erroneously to believe that any software program,  
15 component, and/or item has been manufactured, assembled, produced, distributed,  
16 offered for distribution, circulation, sold, offered for sale, imported, advertised,  
17 promoted, displayed, licensed, sponsored, approved, or authorized by or for  
18 Microsoft, when such is not true in fact;

19 (e) engaging in any other activity constituting an infringement of  
20 any of Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's  
21 rights in, or right to use or to exploit, these trademarks, service mark, and/or  
22 copyrights, including the distribution of any unauthorized product keys or others  
23 components which would facilitate (a) through (d) above;

24 (f) trafficking in counterfeit or illicit labels, as defined by 18 U.S.C.  
25 § 2318; and

26 (g) assisting, aiding, or abetting any other person or business entity  
27 in engaging in or performing any of the activities referred to in subparagraphs (a)  
28 through (e) above.

1           (3) That the Court enter an order pursuant to 15 U.S.C. §  
2 1116(a)(d)(1)(A), 17 U.S.C. § 503, and 18 U.S.C. § 2318, impounding all  
3 counterfeit and infringing copies of purported Microsoft software and/or component  
4 materials bearing any of Microsoft's trademarks or service mark, and any related  
5 items, including business records, that are in Defendants' possession or under their  
6 control;

7           (4) That the Court enter an order that Defendants' websites and/or the  
8 corresponding domain names, or any subset of them specified by Microsoft,  
9 including but not limited to mmedia.us, be disabled by the appropriate domain  
10 name registries and/or the registrars holding or listing the domain names of the  
11 websites.

12           (5) That the Court enter an order declaring that Defendants hold in trust,  
13 as constructive trustees for the benefit of Microsoft, their illegal profits obtained  
14 from the distribution of counterfeit and infringing copies of Microsoft's software  
15 and/or related components, and requiring Defendants to provide Microsoft a full  
16 and complete accounting of all amounts due and owing to Microsoft as a result of  
17 Defendants' illegal activities.

18           (6) That the Court order Defendants to pay Microsoft's general, special,  
19 actual, and statutory damages as follows:

20               (a) Microsoft's damages and Defendants' profits pursuant to 17  
21 U.S.C. § 504(b), or alternatively, enhanced statutory damages pursuant to 17 U.S.C.  
22 § 504(c), and 17 U.S.C. § 504(c)(2);

23               (b) Microsoft's damages and Defendants' profits pursuant to 15  
24 U.S.C. § 1117(a), trebled pursuant to 15 U.S.C. § 1117(b), or in the alternative,  
25 statutory damages pursuant to 15 U.S.C. § 1117(c) for each counterfeit mark; and

26               (c) Microsoft's damages and Defendants' profits, pursuant to 18  
27 U.S.C. § 2318(f)(3), for Defendants' knowing trafficking in counterfeit and/or illicit  
28

1 Certificate of Authenticity Labels, or in the alternative, statutory damages, pursuant  
2 to 18 U.S.C. § 2318(f)(4);

3 (d) Microsoft's damages and Defendants' profits pursuant to  
4 California common law;

5 (7) That the Court order Defendants to pay to Microsoft both the costs of  
6 this action and the reasonable attorneys' fees incurred by it in prosecuting this  
7 action; and

8 (8) That the Court grant to Microsoft such other and additional relief as is  
9 just and proper.

10 DATED: January 17, 2017

**PERKINS COIE LLP**

11  
12 By: /s/ Audra Mori  
Audra Mori

13 Attorneys for Plaintiff  
14 MICROSOFT CORPORATION  
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